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7/1/2005 6/30/2007

AGREEMENT

between

CAL COMMUNITY SCHOOL DISTRICT

and

CAL EDUCATION ASSOCIATION

July 1, 2005 - June 30, 2007

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ARTICLE 1: RECOGNITION

1.01 – Unit--The Board of Education of the CAL Community School District hereby recognizes the CAL Education Association as the certified sole exclusive negotiating agent for all personnel as set forth in the PERB certification instrument issued in Case No. 1546 on October 10, 1979.

The unit described in the above certification is as follows:

INCLUDED: All full-time and regular part-time classroom teachers, special teachers (art, music, physical education), guidance counselor, librarian, Title I teachers, special education resource teachers and nurse.

EXCLUDED: Appointed officials for the Board of Education, superintendent, building principals, superintendent's secretary, principals' secretaries, regular full-time and part-time cooks, custodians, school bus drivers, bus mechanic, substitute teachers, teacher aides/associates, library aides, temporary employees employed for a period of four months or less, students working as part-time employees, and all other persons excluded by section 4 of the Act.

1.02 - Definitions

A. The term "Board," as used in this Agreement, shall mean the Board of Education of the CAL Community School District or its duly authorized representatives.

B. The term "employee," as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as certified by the Public Employment Relations Board.

C. The term "Association," as used in this Agreement, shall mean the CAL Education Association or its duly authorized representatives or agents.

ARTICLE 2: IMPASSE PROCEDURES

2.01 -Impasse shall be governed by the procedures outlined in Chapter 20 of the Code of Iowa.

ARTICLE 3: DUES DEDUCTION

3.01 – Authorization--Any employee who is a member of the Association may sign and deliver to the Board prior to September 10, an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set in Schedule "D."

3.02 - Regular Deduction--Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning with the September paycheck.

3.03 - Prorated Deduction--Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through June.

3.04 – Duration--Such authorization shall continue in effect until terminated by the giving of a thirty (30) day written notice from the employee to the Board and to the Association.

3.05 – Termination--Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.

3.06 --The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrative personnel, against any and all claims, costs, suits or liability including Court costs and attorneys fees incurred as a result of the application of the provisions of this Agreement pertaining to dues deduction.

3.07 --The Board's Secretary shall transmit to the Association's Treasurer the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of employees for whom deductions were made.

ARTICLE 4: EMPLOYEE HOURS OF WORK

4.01 - Hours

A. The normal workday shall begin at 8:00 a.m. and end at 4:00 p.m., except on Fridays and days preceding holidays and vacation periods when the workday shall end with the departure of the route school buses.

B. The normal workday shall consist of no more than eight (8) hours per day and the hours shall be consecutive.

C. There shall be a paid duty-free lunch period of twenty (20) minutes during the workday.

D. On contract days, when because of bad weather or other emergency closing, students are not required to be in attendance, the employees shall not be required to be present. If students are dismissed early for such reason, employees shall not be required to stay after the departure of the route school buses.

E. The workweek shall include the days of Monday through Friday and exclude the days of Saturday and Sunday.

F. Each classroom teacher shall have two hundred fifty (250) minutes per week in the aggregate to be used for preparation during the pupils' school day. An employee who is assigned by administration tasks not covered under any pay schedule which extend beyond the normal workday shall be notified in writing of that specific task by administration and paid at the rate of fifteen dollars (\$15.00) per hour.

4.02 – Meetings--The administration may call up to three (3) faculty meetings per month. These meetings shall not begin earlier than 7:30 a.m. nor extend beyond 4:30 p.m. Afternoon meetings shall not be held on Fridays or on days preceding holidays and vacation periods or extend beyond 4:30 p.m., except in case of emergency as determined by the superintendent.

4.03 - Holidays

A. All members of the bargaining unit shall be entitled to the following five (5) paid holidays:

- a. Labor Day b. Thanksgiving Day c. Christmas Day
- d. New Years' Day e. Memorial Day

B. No employees shall be required to perform duties on any of the above holidays.

ARTICLE 5: HEALTH AND SAFETY

5.01 - Physical Fitness--Every newly appointed staff member and continuing employee at the conclusion of every third year shall furnish a certificate signed by a physician attesting to the employee's physical fitness to perform the assigned duties and freedom from communicable diseases. The Board shall advise the employee when such examination is necessary and supply the form. Such form shall be filed in the Superintendent's Office before the 10th day of September. The Board shall pay a maximum of forty dollars (\$40.00) for the cost of the examination or the difference up to \$40.00 which is not covered by insurance protection provided by the Board upon the presentation of a paid receipt and the settlement form from the insurance company which shows the amount of the cost of the examination that was paid by the insurance company.

5.02 - Safety Procedures--The Board shall provide and maintain a safe place of employment. All employees shall endeavor, in the course of performing the professional duties associated with their employment, to be alert to unsafe practices, conditions or equipment, and to report same to their immediate supervisor.

ARTICLE 6: EVALUATION PROCEDURES

6.01 - Formal Evaluation Procedures

A. Within fifteen (15) working days of the beginning of each school year, employees shall be acquainted with the formal evaluation procedures and instruments.

B. Required Observation. All formal observations of an employee shall be conducted with the full knowledge of the employee. A new employee with an initial provisional license shall be formally evaluated as per state statute. A continuing employee or a new employee with a standard teaching license shall be formally evaluated at least one (1) time in a three (3) year cycle. If during the duration of this contract, state statute changes such that this provision is not in compliance with state statute, the necessary steps will be taken to bring this clause into proper alignment in a timely manner.

C. Conference and Copy. A copy of each formal written evaluation shall be given to the employee within ten (10) school days following the observation. A copy signed by the both parties shall be given to the employees. The employee's signature does not necessarily mean agreement with the evaluation, but rather of the content. No employee shall be required to sign a blank evaluation form. Employees using the Individual Career Development Plan will sign the signature page and a copy of the signature page will go into the personal file. The same evaluation tool will be used for all teachers.

D. Responses. If the employee feels his/her formal written evaluation is incomplete, or unjust, he/she may within twenty (20) school days of the conference put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

E. Informal Evaluations. Nothing in this Article is to be construed as precluding informal evaluations or observations. If a written notation is made of an informal evaluation to be included in the employee's personnel file or a written complaint is to be in the employee's personnel file, a copy of such notation or complaint shall be given to the employee within five (5) school days of filing. The employee may, within five (5) school days of receipt of the copy, submit a signed, written response which shall be attached to the notation or complaint in question.

F. Personnel File Review. Each employee shall have the rights to review the contents of his/her personnel file during normal working hours. A representative of the Association, at the employee's request, may accompany the employee in this review. Confidential letters of recommendation will be excluded from the file when it is to be examined by the employee. Evaluations shall not be considered confidential materials. No material shall be removed from the file during the review. The employee shall have the right to reproduce any of the contents of his/her personal file except confidential letters of recommendation.

G. Right to Grieve. All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this Agreement.

H. Teacher Evaluation Form. The forms to be used for formal evaluations of teachers with a standard license are attached hereto marked Schedule "E". Teachers with an initial provisional license shall be evaluated with the Comprehensive Evaluation Summative Evaluation developed by the CAL Administration and Professional Teaching Staff. If during the duration of this contract, state statute changes such that this provision is not in compliance with state statute, the necessary steps will be taken to bring this clause into proper alignment in a timely manner.

I. Post-Observation Conference. During the post-observation conference or at another meeting held before the end of February, the teacher and evaluator shall identify the teacher's current status in meeting the eight Iowa Teaching Standards and to discuss any additional artifacts and information that are needed to document the Iowa Teaching Standards.

J. By March 15, if the evaluator determines that the teacher has not met all eight standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator and teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight standards. If another observation is needed, it shall be by the end of March. If only a conference is needed, then it shall be held by the end of March.

K. By May 15, the evaluator shall complete the Performance Review for those teachers beyond their second year of service, and arrange a mutually agreed upon date with the teacher to discuss

the review. The evaluator shall provide the teacher with a copy of the completed Performance Review at least one day prior to the meeting. Each standard's criteria will not be rated but will be used as a reference point for overall performance on each standard.

ARTICLE 7: IN-SERVICE TRAINING

7.01 - Recommendations for in-service training programs will be made by the district Leadership Design Team. Membership on the Team will be established mutually by administration and an Association representative. The members of the Leadership Design Team should reflect a representative cross section of the staff. The Leadership Design Team shall make recommendation to the Board concerning the planning and evaluation of content and format of employee orientation or in-service training programs conducted during the course of the in-school year. The Board shall consider such recommendations as submitted, however, final decisions thereon shall remain solely in the Board's discretion.

ARTICLE 8: INSURANCE

8.01 – Types--The Board agrees to provide all employees the following full-paid insurance protection:

A. Health and Major Medical. Each full time employee (and those employees working less than full time that are insured as of May 31, 1991) shall be offered a health and major medical program equal to the single coverage of the John Deere Insurance. Employees wishing to purchase dependent coverage may do so at their own expense. The District shall pay the single premium, including any increase in premium during the term of this contract. Employees working less than full time who are hired after execution of this contract shall be offered this same single policy, with the District paying a percentage of the premium equal to the employee's percentage of full time equivalency.

When two members of the same family are employed on the CAL teaching staff, the District's premium amount for each employee may, at employee's choice, be applied toward family coverage.

B. School Liability. All employees shall be covered by a school-financed liability insurance covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board-paid auto liability insurance.

C. Worker's Compensation. Each employee shall be covered by worker's compensation paid by the Board. If worker's compensation payments accrue to the employee during sick leave, salary payments by the Board to the employee for the period of sick leave will be the difference between worker's compensation and the regular rate of pay. The amount paid by the school district will be charged against sick leave on a proportionate basis.

D. Long Term Disability. Each employee working twenty (20) hours or more per week shall be covered by a long term disability program paid by the district.

E. Benefits. All insurance benefit levels and specifications in effect as of July 1, 2005 shall be the minimum level of benefit/specifications provided for in 2005-2006 with the exception of the deductible. The deductible will be set at \$500.00.

8.02 – Coverage--The Board-provided insurance program shall be for twelve (12) consecutive months (beginning July 1st and ending June 30th of the following year.) Employees new to the district shall be covered by Board-provided insurance beginning September 1st or on the first day of the month following the date of initial employment if an employee is hired after the beginning of the school year. Employees terminating their employment in the district at the end of the school year shall be covered by Board-provided insurance through August 31st following the date of their end-of-the-year termination.

8.03 – Description--The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of the conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

8.04 – Continuation--In the event that an employee, absent because of illness or injury, has exhausted sick leaves accrual, the above-mentioned benefits shall continue throughout the balance of the school year.

ARTICLE 9: GRIEVANCE PROCEDURE

9.01 - Definitions

A. Grievance. A grievance is an allegation by an employee, group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. Aggrieved Person. An aggrieved person is the person or persons making the complaint.

C. School Day. A school day is a teacher employment day.

D. Party in interest. A “party in interest” is the person or persons making the complaint and any person, or their representative, who might be required to take action, or against whom action might be taken, in order to resolve the complaint.

9.02 – Purpose--The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances over the interpretation and application of this Agreement.

9.03 - Timelines

A. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator’s failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits may be extended by mutual agreement.

B. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the party in interest, or the school district, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) calendar days thereafter.

9.04 - Level One (Informal)--An employee with a grievance shall first discuss it with the principal or immediate supervisor with the objective of resolving the matter informally.

9.05 - Level Two (Formal)--If, as a result of the informal discussion with the principal or immediate supervisor, a grievance still exists, the aggrieved person may invoke the formal grievance procedure not later than twenty (20) school days from the event giving rise to the grievance on the form set forth in Schedule "C."

The grievance form shall be available from the Association representative and said form shall be signed by the employee. The grievance form shall be delivered to the appropriate principal or immediate supervisor.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person.

If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to Level Three within ten (10) school days.

9.06 - Level Three--The Superintendent or his designee shall meet with the aggrieved person within ten (10) school days of the receipt of the grievance. Within ten (10) school days of the meeting of the parties, the Superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition of the grievance has been made within the time limits of this paragraph, the Association may transmit the grievance to Level Four within ten (10) school days of the report from Level Three.

9.07 - Level Four

A. If, within ten (10) school days following the formal third step, the Association submits a request to the Superintendent to enter into arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) school days, a written request for a list of arbitrators shall be made to the Iowa Public Employment Relations Board by either party. The list shall consist of seven (7) potential arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do

so within two (2) school days. The parties shall have one (1) school day alternately to remove until only one (1) name remains. The person whose name remains shall be the arbitrator.

B. The arbitrator so selected shall confer with the Superintendent and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, add to, or detract from the specific provision of the Agreement. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding to the parties.

C. Cost. The costs for the services of the arbitrator will be borne equally by the Board and the Association.

9.08 - Miscellaneous

A. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with procedures set forth in the section on Arbitration.

B. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representative(s), heretofore referred to in this Article.

C. An aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at Level Two and beyond.

D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The Association shall have access to the grievance file.

E. Association grievances shall commence at the Third Level of these procedures.

ARTICLE 10: LEAVES

10.01 - Sick Leave

A. Accumulative Benefits. Employees covered by the terms of this Agreement shall be entitled to sick leave for personal illness, maternity or injury with full pay at the rate of fifteen (15) days per year (part-time employees shall be entitled to benefits on a pro rata basis in accordance with their employment). Unused sick leave shall be accumulated from year to year with a maximum accumulation of ninety (90) days. An employee with ninety (90) accumulated days shall in addition be entitled to up to fifteen (15) days of annual sick leave, however, any unused annual days shall not increase the employee's total accumulation of ninety (90). In the event of a

question concerning whether or not a particular employee was, in fact, sick the Board may require a doctor's certificate certifying that the employee was sick on the date or dates claimed, which certificates shall be furnished at the employee's expense but for which the employee will be reimbursed if it confirms the fact of sickness on the date claimed. Routine dental, eye and physical checkups are not considered under the sick leave unless hospitalization is required without the express approval of the superintendent.

No sick leave shall be used for "voluntary" or "elective" surgery and the subsequent normal recovery when, in the opinion of the doctor, said surgery can be accomplished at a time other than when classes are in session or in-service activities are scheduled. In the event of a question concerning whether or not said surgery is, in fact, voluntary or elective, the Board may require a second doctor's opinion at the employee's expense. If the second opinion confirms the need for the surgery, the employee will be reimbursed for the cost of the second opinion and sick leave shall be granted.

Employees who show exemplary attendance will be reimbursed at the conclusion of the school year in accordance with the following table:

Days absent due to illness	Money reimbursement
0 days	\$75.00
1 day	\$50.00
2 days	\$25.00
3 days or more	\$00.00

B. Notification of Accumulation. Employees will be furnished with an accounting of accumulated sick leave days with the June paycheck.

C. In the event of a foreseeable need for the use of sick leave by an employee, the employee shall notify the Superintendent as soon as employee foresees the necessity to alter employment commitments. Such notification shall be in writing advising of the date the employee expects to commence leave and the date the employee expects to resume full employment commitment. If differences of opinion exist as to the employee's physical and mental ability to continue or resume the duties of employment, the same shall be resolved by a written statement from the employee's attending physician which same shall be at employer's expense.

D. Special Circumstances. Non accumulative additional sick leave benefits may be extended if in the sole and exclusive discretion of the Board the same is warranted, which decision shall not be subject to grievance procedures.

A leave of absence beyond the time of medical inability to perform regular teaching duties as certified by the employee's physician for reason of pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one year. Such pregnancy and childbirth leave of absence shall be granted if in the sole and exclusive discretion of the Board the same is warranted, which decision shall not be subject to grievance procedures. Insurance coverage may be maintained at employee's option and expense.

10.02 - Temporary Leaves of Absence.

A. Personal Leaves. At the beginning of each school year all employees covered by this Agreement shall be credited with two (2) paid days of personal leave. Such days

may be taken in one-half day units. If an employee does not use one (1) personal day he or she may carry one (1) personal day over to the following year, but may not have more than three (3) days to use in any one year. No more than two (2) employees may take personal leave on the same day without the express approval of the Superintendent. An employee planning to use a personal leave day shall notify the Superintendent three (3) days in advance unless in the case of an emergency.

B. Jury. Employees who are called for jury service will be provided the time required for such appearance. Any fees or remuneration the employee receives during such duty, except mileage and meals, shall be remitted to the CAL Community School District. An employee called for jury service shall notify the Superintendent within twenty-four (24) hours after notice of call to jury duty. On any day when the employee is excused from jury duty during regular working hours, the employee will report to work as soon as reasonably possible thereafter if school will still be in session.

C. Association. No more than two (2) days shall be available to representatives of the Association in the aggregate to attend conferences, conventions or other affiliated organization activities. No more than two (2) Association members shall be absent on any day for Association leave. An Association member planning to use leave under this paragraph C shall notify the Superintendent at least three (3) school days in advance.

D. Professional Leave. With the approval of the Superintendent, each employee may be allowed professional leave with full pay to attend seminars, workshops, or meetings directed toward classroom instructional improvement. In the sole discretion of the Superintendent, an employee may be reimbursed for certain expenses incurred in attending an approved professional meeting, including reimbursements for the costs of registration for meals up to a maximum of fifteen dollars (\$15.00) per day, and lodging up to a maximum of fifty dollars (\$50.00) per day, and use of the school car for travel.

A written request for professional leave must be submitted at least five (5) days prior to the anticipated absence. A request for reimbursement for anticipated expenses must be made at the time of the request for a leave and if approved; the employee must present receipts for expenditures to the Board Secretary.

E. Bereavement and Serious Illness. Up to five (5) days of leave shall be granted annually in the event of the death or serious illness of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, or mother-in-law of present spouse, brother, sister, brother-in-law, sister-in-law, grandchildren or grandparents and grandparents of spouse. Two of the existing five days shall be granted to attend the funeral of an aunt, uncle, niece, nephew, first cousin, and corresponding relatives of the employee's spouse. Bereavement leave shall be noncumulative.

10.03 - Extended Leaves--Employees may be granted extended leaves of absence by the Board for good cause shown. The decision as to whether the leave of absence will be granted and as to whether the leave shall be paid or unpaid shall be solely and exclusively within the discretion of the Board. Such extended leaves shall not exceed the period of twelve (12) calendar months. As a prerequisite to preservation of return rights, in the case of extended leave the employee may be required to enter into a contractual commitment of continued service to the District for a period of up to three (3) school years following return.

10.04 - Adoption Leave--Adoption leave without pay up to a maximum of four weeks may be granted by the Board of Education to an employee who legally adopts an infant child up to eighteen months of age during the months August through May when classes are in session. The employee shall notify the superintendent and the principal in writing as soon as possible of the employee's intention to use adoption leave and the expected date that the adoption will take place. Adoption leave will begin on the first school day after the employee obtains custody of the child.

ARTICLE 11: TRANSFER PROCEDURES - VOLUNTARY AND INVOLUNTARY

11.01 – Definition--The movement of a teacher to a different assignment, grade level or subject area shall be considered a transfer.

11.02 - Notification of Vacancies

A. Date. The Superintendent will post a list of vacancies which occur during the school year and for the following school year upon knowledge of vacancies by the Superintendent.

B. Filing requests. Teachers desiring a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned in order of preference. A request for a transfer or reassignment for the following year shall be submitted not later than thirty (30) days after contracts are let for the coming year. The Superintendent will give consideration to the employee's request.

C. Posting. As soon as practical, and no later than May 20, the Superintendent shall post a system-wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

11.03 - Involuntary

A. Notice. Teachers shall be notified in writing of involuntary transfers or reassignment within one (1) calendar week of such decisions.

B. Meeting. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, the Association Representative and the Superintendent.

ARTICLE 12: REDUCTION OR REALIGNMENT OF STAFF

12.01 -The Provisions of this Article cover all employees, PreK-12, under this Agreement.

12.02 -Legal definitions: Probationary employees--those staff members with less than three years of experience (or four years if mutual agreed upon). Non-probationary employees--those staff members with three years of experience or more (or four years if mutually agreed upon).

12.03 -When, in the sole, exclusive, and final judgment of the Board of Education, decline in enrollment, reduction of program, or any other reason requiring the reduction of staff among teachers, the administration shall attempt to accomplish reduction by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, contract renewals will be given to the teacher(s) with the greater continuous length of service in the District. If a choice must be made between two or more teachers of equal experience, the administration will base it's choice on the relative skill, ability, and competence of those employees. By December 1, the Association shall be provided a listing of employees in the school system (PreK-12) with specification of each employee's record of seniority.

12.04 - Recall

A. A staff member released according to the conditions of this policy shall have recall rights, should a position occur which he or she is certified, for two years of the effective date of the employee's layoff. An employee wishing to retain recall rights shall notify the Board and the Association prior to the date of the employee layoff and submit the employee's mailing address to be used for recall. The Board shall mail notice of any vacancy to those employee's retaining recall rights.

B. Any employee reemployed by exercising recall right shall be reinstated at one step above the salary, benefit, and experience level at the time of their layoff, unless they qualify for a higher step by having obtained additional training throughout the layoff period, in which case they would present proof of such qualification to the Superintendent no later than September 10 of the current year.

12.05 Reduction procedures: (PreK-12)

A. Attrition.

B. Probationary employees: The employer shall have sole discretion on which of these employees are to be reduced.

C. Non-probationary employees. The employer shall reduce the employee(s) with the least continuous years of service with the District from the last date of hire, unless the employee is needed to maintain a program.

ARTICLE 13: WAGES AND SALARIES

13.01 - Schedule--The salary of each employee covered by the regular Salary Schedule is set forth in Schedule "A" which is attached hereto and made a part hereof.

13.02 - Placement on Schedule

A. Adjustment to Salary Schedule--Each employee shall be placed on his/her proper Step of the Salary Schedule and shall be deemed properly placed as of the effective date of this Agreement

and in accordance with paragraph B below. Any employee hired prior to the second semester of any school year shall be given full credit for each year of service toward the next increment step for the following year.

B. Credit for Experience--Credit up to and including Step six of any salary level on the employee Salary Schedule may be granted by the Superintendent for previous outside teaching experience in a duly accredited school upon initial employment. In the event the Board deems it necessary to deviate from this clause of the Agreement, the Superintendent shall notify the Association President in writing of action that was taken by the Board.

C. Returning to the District--Any employee with previous teaching experience in the CAL School District shall upon returning to the system receive full credit on the Salary Schedule for all outside teaching experience up to the maximums set forth in paragraph B. above. Such employees who have not engaged in other teaching or other activities indicated above shall, upon returning to the system, be restored to the next position on the Salary Schedule above that at which they left.

D. Incentives--The school board, at its sole discretion, may provide an employment incentive to a new teacher. This would be implemented in situations where limited numbers of applicants are available and/or where it would be advantageous to the district in securing the services of a highly qualified teacher. The amount of incentive would be determined by the Board and would be paid out over a minimum of a two-year period. In the event the Board deems it is necessary to invoke this clause of the Agreement, the Superintendent shall notify the Association President in writing of action that was taken by the Board.

13.03 - Advancement on Salary Schedule

A. Increments--Employees on the regular Salary Schedule shall be granted one (1) increment or vertical Step on the Schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the CAL District for ninety (90) consecutive teaching days or more in one school year. Employees who are less than half-time will be compensated at a prorated basis of the appropriate lane and step.

B. Education Lanes--Employees on the regular Salary Schedule who move from one education lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. An employee shall be able to move both horizontally and vertically in the same year. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional educational credit with the Superintendent prior to the beginning of the first semester. These credits shall be in the field of education.

13.04 - Method of Payment

A. Pay Periods--Each employee shall be paid in twelve (12) equal installments on the 20th of each month. The payment will be made by automatic deposit.

B. Exceptions --Employees who are new in the teaching profession may, at their option, elect to receive up to twenty-five percent (25%) of their first salary installment after the completion of

the first five (5) workdays of employment. The balance of the first salary installment shall be paid as set forth above.

C. Final Pay --At the end of the school year that an employee retires, the employee shall have the option of receiving all or any part of his/her earned, contracted salary on the pay period following the in-school work year.

D. Death Benefit--In the event of death of an employee, all salary to which the employee was entitled at the time of death will be paid to such employee's estate.

13.05 - Extended Year Contract Rate--The salary Schedule is based upon a 191 (192 for new teachers) day work year. Any employee who is offered and accepts an assignment beyond the 191 (192) days will be additionally compensated at a per diem rate of his/her contracted salary.

ARTICLE 14: SUPPLEMENTAL PAY

14.01 - Extracurricular Activities--The Board and the Association agree that the extracurricular activities listed in Schedule "B" are official school sponsored activities covered by school insurance and worker's compensation. Such extracurricular activities shall be compensated according to the rate of pay as stipulated in Schedule "B."

14.02 - Expenses of Traveling Employees--In the event an employee is requested by the Administration to travel in attending school related activities, the employee shall first make request of the Administration for transportation to be provided at district's expense. If such transportation is unavailable, the employee shall be reimbursed for mileage according to the provisions of Chapter 79.9 of the Iowa Code. Meals and lodging will be paid on an actual cost basis. Receipts for all expenses should be attached to the vouchers which shall be filed with the Board Secretary on or before the first day of each month. In the event an employee requests to travel to attend school-related activities, meals and lodging will be reimbursed in accordance with paragraph D of Article 10.02.

14.03 - Driving School Vehicles. --An employee who drives a school-owned vehicle transporting students to a school activity for which the teacher is a coach, director, sponsor, or substitute bus driver shall be reimbursed for their services at a rate of:

\$12.00 per trip for driving a school owned suburban.

\$30.00 per trip for driving a school owned bus.

14.04 - Student Teacher Supervision--Any employee shall have the option to decline or accept the placement of a student teacher. However, if the employee accepts a student teacher, any remuneration received by the District for supervising said teacher shall be paid to the employee.

14.05 - Admission to School Events--Each employee who elects to receive (2) adult passes to all school sponsored activities will, in return, agree to work two (2) extra-duty events during the school year. (In the event an employee's spouse is also an employee of the school district, only

one adult pass will be issued to each employee. A single employee will receive one adult pass and one guest past.)

ARTICLE 15: FIBER OPTICS NETWORK AND DISTANCE LEARNING

15.01 - General

A. Application--The provisions of this Article shall apply in any situation in which an employee is engaged in "distance learning" situations and/or in which the students are located at a different site than the employee, whether building, city or town, district or room and/or in which instruction is delivered and/or received by means of the Iowa Communication Network (ICN) or other similar technology. This Article shall not affect the use of computers, filmstrips, movies, video tapes, and their related technologies or other forms of aural or visual recordings to the extent that they are traditionally used as a part of course instruction.

B. Contract Provisions--All provisions of this Agreement shall apply to said distance teaching except as may be specifically provided otherwise within this Article.

C. Equipment and Facilities--The Board shall provide and maintain, in good working order, equipment and facilities appropriate and conducive to effective implementation of the distance teaching program and effective instruction.

D. Preparation Compensation--Compensation for preparations shall be either one course released time or the dollar equivalent of teaching the course as an overload.

15.02 Coordination--This article shall be in addition to, shall enhance, and in no way shall reduce or adversely impact any other provision of the Master Contract Agreement.

ARTICLE 16: COMPLIANCE CLAUSES AND DURATION

16.01 – Separability--If any Article, section, paragraph, clause or sentence of this Agreement should be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it is invalid. Such adjudications shall not void the remaining Articles, sections, paragraphs, clauses or sentences, and they shall remain in full force and effect for the duration of this Agreement.

16.02 - Printing Agreement--The expense of printing this Agreement shall be shared equally by the Board and the Association. The most economical way of having it printed will be selected by a committee from the CALEA and the Board. Copies thereof shall be available upon request from the Board's Secretary.

16.03 - Whenever notice is required to be given by either of the parties to this Agreement to the other, such Notice shall be given by registered or by certified mail addressed to the following designated addresses.

1. If by the Association to the Board:
President of the Board of Education
CAL Community School District
1441 Gull Avenue
Latimer, Iowa 50452-0459
2. If by the Board to the Association:
President of the CAL Education Association
CAL Community School District
1441 Gull Avenue
Latimer, Iowa 50452-0459

16.04 - Duration Period--This Agreement shall continue in effect from July 1, 2005 until June 30, 2007.

16.05 - Signature Clause--In witness thereof, the parties hereby have caused this Agreement to be signed by their respective Presidents, attested by the respective chief negotiators, and their signature placed thereon, all on the 6th day of May, 2005.

CAL EDUCATION ASSOCIATION

CAL COMMUNITY SCHOOL DISTRICT

By: 

President

By: 

President

By: 

Chief Negotiator

By: 

Chief Negotiator

Schedule "A"

**CAL COMMUNITY SCHOOL DISTRICT
2005-2006 and 2006-07 Teacher Salary Schedule**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$25,750	\$26,450	\$27,150	\$27,850	\$28,550	\$29,250
2	\$26,300	\$27,000	\$27,700	\$28,400	\$29,100	\$29,800
3	\$26,850	\$27,550	\$28,250	\$28,950	\$29,650	\$30,350
4	\$27,400	\$28,100	\$28,800	\$29,500	\$30,200	\$30,900
5	\$27,950	\$28,650	\$29,350	\$30,050	\$30,750	\$31,450
6	\$28,500	\$29,200	\$29,900	\$30,600	\$31,300	\$32,000
7	\$29,050	\$29,750	\$30,450	\$31,150	\$31,850	\$32,550
8	\$29,600	\$30,300	\$31,000	\$31,700	\$32,400	\$33,100
9	\$30,150	\$30,850	\$31,550	\$32,250	\$32,950	\$33,650
10	\$30,700	\$31,400	\$32,100	\$32,800	\$33,500	\$34,200
11	\$31,275	\$31,975	\$32,675	\$33,375	\$34,075	\$34,775
12	\$31,850	\$32,550	\$33,250	\$33,950	\$34,650	\$35,350
13	\$32,425	\$33,125	\$33,825	\$34,525	\$35,225	\$35,925
14	\$33,000	\$33,700	\$34,400	\$35,100	\$35,800	\$36,500
15	\$33,575	\$34,275	\$34,975	\$35,675	\$36,375	\$37,075
16	\$34,150	\$34,850	\$35,550	\$36,250	\$36,950	\$37,650
17	\$34,725	\$35,425	\$36,125	\$36,825	\$37,525	\$38,225
18	\$35,300	\$36,000	\$36,700	\$37,400	\$38,100	\$38,800
19	\$35,875	\$36,575	\$37,275	\$37,975	\$38,675	\$39,375
20		\$37,150	\$37,850	\$38,550	\$39,250	\$39,950
21		\$37,725	\$38,425	\$39,125	\$39,825	\$40,525
22			\$39,000	\$39,700	\$40,400	\$41,100
23			\$39,575	\$40,275	\$40,975	\$41,675
24				\$40,850	\$41,550	\$42,250
25				\$41,425	\$42,125	\$42,825
26				\$42,000	\$42,700	\$43,400
27					\$43,275	\$43,975
28						\$44,550
29						\$45,125

Schedule "B"
Extracurricular Activities Schedules
CAL COMMUNITY SCHOOL DISTRICT
2005-2006 and 2006-2007

Extras: Officiating (Junior Varsity Basketball) \$17.50
Extra Assignments \$7.75 per Event (Includes Ticket Taking, Pass Gate, General Supervision, Foul Pole for Home Varsity Games, Line Judge, Official Scorer for Home Varsity Games, and Pep Bus Chaperone)
Driving School Vehicles: An employee who drives a school-owned vehicle transporting students to a school activity for which the teacher is a coach, director, sponsor or substitute bus driver shall be reimbursed for their services at a rate of:
\$12.00 per trip for driving a school owned suburban
\$30.00 per trip for driving a school owned bus

Schedule B for 2005-06 & 2006-07	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Activities Director (7-12)	\$3,632	\$3,632	\$4,036	\$4,036	\$4,481	\$4,481	\$4,986	\$4,986	\$5,546	\$5,546
Head Football	\$2,343	\$2,343	\$2,604	\$2,604	\$2,891	\$2,891	\$3,217	\$3,217	\$3,578	\$3,578
Ass't Football	\$1,582	\$1,582	\$1,750	\$1,750	\$1,935	\$1,935	\$2,145	\$2,145	\$2,377	\$2,377
Head Volleyball	\$1,598	\$1,598	\$1,768	\$1,768	\$1,952	\$1,952	\$2,166	\$2,166	\$2,401	\$2,401
Ass't Volleyball	\$1,210	\$1,210	\$1,330	\$1,330	\$1,467	\$1,467	\$1,622	\$1,622	\$1,789	\$1,789
Head Cross Country	\$1,598	\$1,598	\$1,768	\$1,768	\$1,952	\$1,952	\$2,166	\$2,166	\$2,401	\$2,401
Head Basketball	\$2,343	\$2,343	\$2,604	\$2,604	\$2,891	\$2,891	\$3,217	\$3,217	\$3,578	\$3,578
Ass't Basketball	\$1,582	\$1,582	\$1,750	\$1,750	\$1,935	\$1,935	\$2,145	\$2,145	\$2,377	\$2,377
Head Wrestling	\$2,343	\$2,343	\$2,604	\$2,604	\$2,891	\$2,891	\$3,217	\$3,217	\$3,578	\$3,578
Ass't Wrestling	\$1,582	\$1,582	\$1,750	\$1,750	\$1,935	\$1,935	\$2,145	\$2,145	\$2,377	\$2,377
Head Track	\$1,598	\$1,598	\$1,768	\$1,768	\$1,952	\$1,952	\$2,166	\$2,166	\$2,401	\$2,401
Ass't Track	\$1,210	\$1,210	\$1,330	\$1,330	\$1,467	\$1,467	\$1,622	\$1,622	\$1,789	\$1,789
Head Coed Golf	\$1,889	\$1,889	\$2,167	\$2,167	\$2,405	\$2,405	\$2,716	\$2,716	\$2,966	\$2,966
Head Softball	\$1,889	\$1,889	\$2,167	\$2,167	\$2,405	\$2,405	\$2,716	\$2,716	\$2,966	\$2,966
Ass't Softball	\$1,582	\$1,582	\$1,750	\$1,750	\$1,935	\$1,935	\$2,145	\$2,145	\$2,377	\$2,377
Head Baseball	\$1,889	\$1,889	\$2,167	\$2,167	\$2,405	\$2,405	\$2,716	\$2,716	\$2,966	\$2,966
Ass't Baseball	\$1,582	\$1,582	\$1,750	\$1,750	\$1,935	\$1,935	\$2,145	\$2,145	\$2,377	\$2,377
Cheerleading	\$1,549									
Mock Trial	\$594									
Annual	\$1,296									
Instrumental Music	\$1,992									
Sutthier Band Lesson (4 weeks)	\$1,561									
Vocal Music	\$1,561									
All school play or musical drama director	\$1,080									
Musical Vocal Director	\$1,080									
Musical Flat Work Director	\$514									
All School Play Flat Director	\$514									
Large Group Speech Director	\$782									
Small Group Speech Director	\$782									
Ass't Large & Small Group Speech Director	\$1,028									
Junior Class Prom Sponsor (split evenly)	\$774									

Junior High Activities	
Head Football	\$1,289
Ass't Football	\$870
Head Volleyball	\$879
Ass't Volleyball	\$666
Head Basketball	\$1,289
Ass't Basketball	\$870
Head Wrestling	\$1,289
Ass't Wrestling	\$870
Head Track	\$879
Ass't Track	\$666
Instrumental Music	\$1,096
Mock Trial	\$327
All school play or musical drama director	\$594
Musical Vocal Director	\$594

SCHEDULE "C"

Grievance Form

Date Filed

School District

Building

Name of Person Making Claim

LEVEL II

A. Date Violation Occurred: _____

B. Section(s) of Contract Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor: _____

Signature of Principal Date
or Immediate Supervisor

SCHEDULE "D"

Dues Deduction Authorization Form

_____ For Employer Use Only
(Do not fill out)

Authorization for Payroll
Deduction for Education
Association Dues.

Employee No.	First Name	Initial	Last Name
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Date Started	Amount
Date	Amount
Date	Amount
Date	Amount
Date	Amount
Date	Amount
Date	Amount
Date	Amount

I hereby request and authorize the Board of Education of the CAL Community School as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on my behalf to the Treasurer of the CAL Community Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue thereafter unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date	Signature: _____
	Employee

Social Security No. _____

SCHEDULE "E"
CAL COMMUNITY SCHOOL
PROCEDURE AND EVALUATION FORMS